

5762
27 JUL 2005

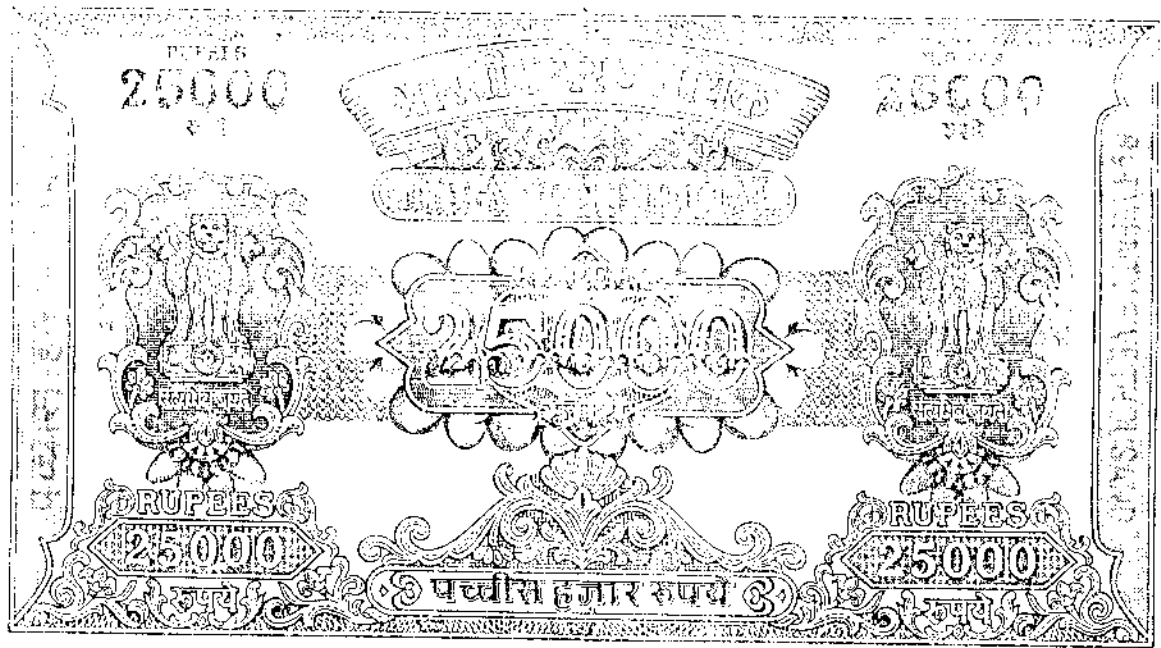


30 Years Lease Deed



V. P. Alwani
Advocate & Notary
Gandhidham
(M) 98252 63095

56
83



Serial No. 4052 Dated. 15/7/05

04DD 631759

Name of Purchaser: Veer Prabh Marketing Ltd

Address: Kotkatta

Through: Rahul Bakliwal

Value of item: 25,000/-

Signature of Purchaser: Rahul Bakliwal

Himpara

Stamp Vendor: Gandhidham

Lic. No. 2492 Code - 307

Serial No. 3491

Receipt No. 3486424

Date: 27 JUL 2005

Presented at the office of the
Sub-Registrar of Gandhidham

Between the hours of 11

And 12 Dated 27 JUL 2005

Received fee for Rs. Ps.

Registration 30 - 00

Photography 43250 - 00

sides 15 - 00

Extra Under Sec. 50 - 00

Postage 4325 - 00

4325 - 00

Total: 43385 - 00



Sub-Registrar of Gandhidham

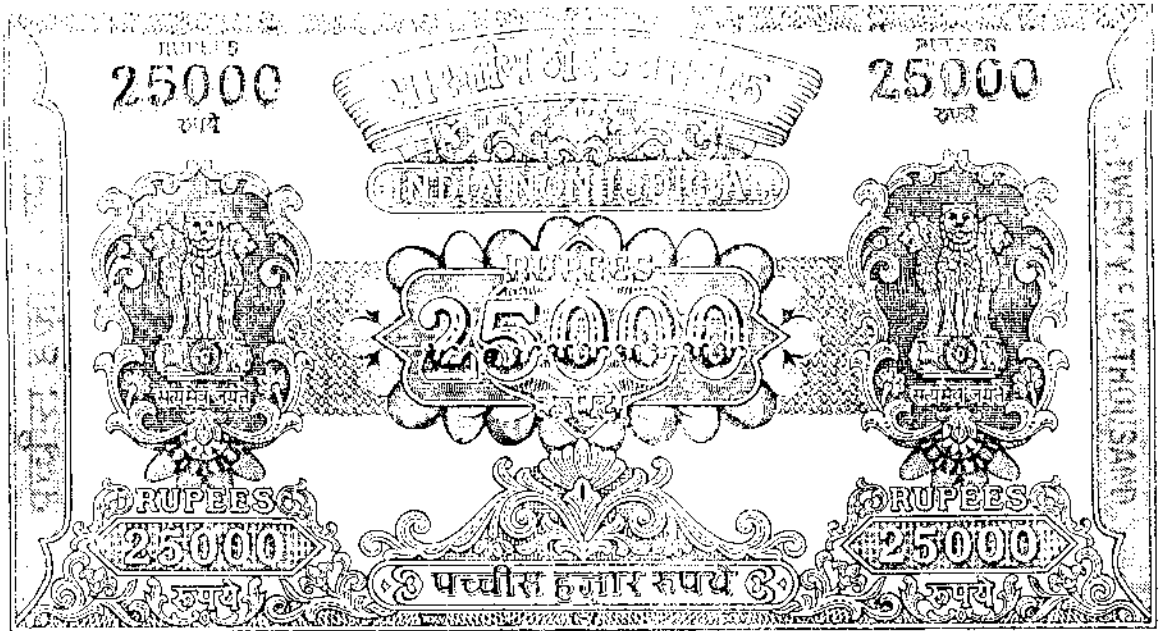
30 YEARS LEASE DEED

Cont... 2/-

For Veer Prabh Marketing Ltd.

Rahul Bakliwal
Authorized Signatory
Sub-Registrar Gandhidham

YK
Secretary,
Gandhi Park Trust



Serial No. 4052 Dated 15/07/05
Name of Purchaser: Veer Prabh Marketing Ltd.
Address: Kolkata
Through: Rahul Bakliwal
Value: 25000 = 00
Signature of Purchaser: Rahul Bakliwal

04DD 631760

Himala
Stamp Merchant Gandhinagar
Lic No 2492 Code - 307



...2...

THIS INDENTURE made on this the 18TH day of the month
of July, 2005 at Gandhinagar-Kutch, by and between:-

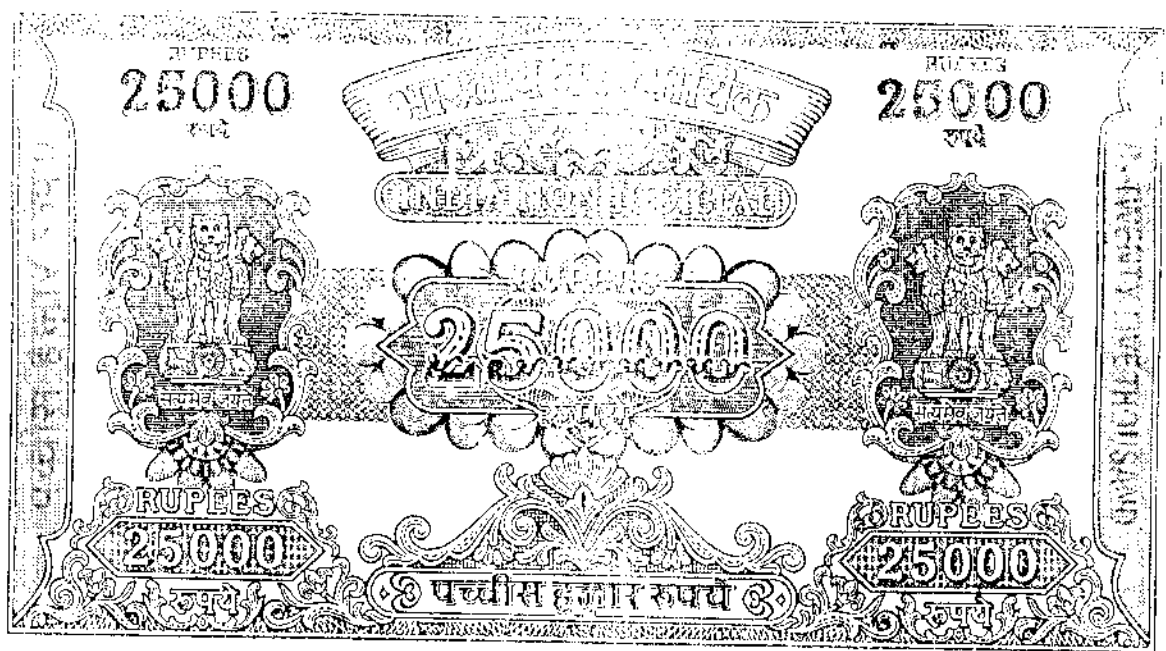
1. THE BOARD OF TRUSTEES OF THE PORT
OF KANDLA, a body corporate constituted under
the Major Port Trusts Act, 1963 (hereinafter called
the "Lessor") of the One Part,

AND

Cont...3/-

For Veer Prabh Marketing Ltd.
Rahul Bakliwal
Authorized Signatory

[Signature]
Secretary
Kutch Port Trust



Serial No. 4052 Dated 15/07/05
 Name of Purchaser: Veerprabhu Marketing Ltd.
 Address: Kolkatta.
 Through: Rahul Bakliwal
 Value: 25,000.00
 Signature: Rahul Bakliwal

04DD 631761

Stamp: Veerprabhu Marketing Ltd.
 LIC No. 24/92 Code: 307

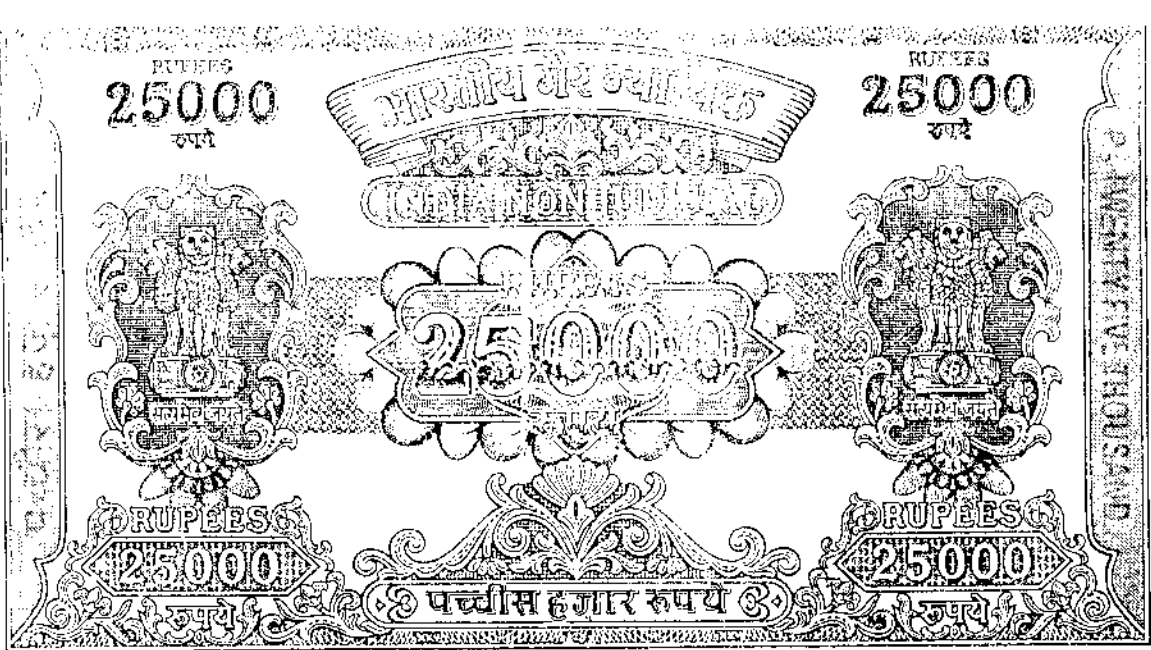
3.

2. **M/s. VEERPRABHU MARKETING LTD.,**
 a company incorporated under the provisions of The Indian Companies Act, having its office at : C-Block, 2nd Floor, 30, Jawaharlal Nehru Road, Kolkatta - 700 016.; Thru its authorized signatory **Shri Rahul Ashok Kumar Bakliwal** (hereinafter referred to as "the Lessee" which expression shall where the context so admits include their heirs, executors, administrators, and legal representatives and permitted assigns) of the Other Part.

Cont...4/-

For Veerprabhu Marketing Ltd.
Rahul Bakliwal
 Authorised Signatory

for
 Secretary,
 Koodla Port Trust



Serial No. 4052 dated 15/07/05 04DD 631762
Name of Purchaser Veer Prabhu Marketing Ltd.
Address Kerketta
Thru Rahul Bakliwal
Value 25,000/-
Signed R. Bakliwal

Stamp Your Gandhinagar
Lic. No. 2192 Code - 307

...4...

AND WITNESSETH AS UNDER :-

WHEREAS; The Board of Trustees of the Port of Kandla has agreed to demise the plot of land hereinafter described to the Lessee in the manner hereinafter appearing.

Cont...5/-

For Veerprabhu Marketing Ltd.
R. Bakliwal
Authorised Signatory

R.
Secretary
Kandla Port Trust



Serial No.: 4052 Dated 15/07/05 04DD 631763
Name of Purchaser: Veer prabhu marketing Ltd.
Address: Kolkatta
Thru: Rahul Bakliwal
Value: Stamp Paper 25000/-
Signature of Purchaser: [Signature]

Stamp Vendor: Candhidham
Lic. No. 2492 Code: 307



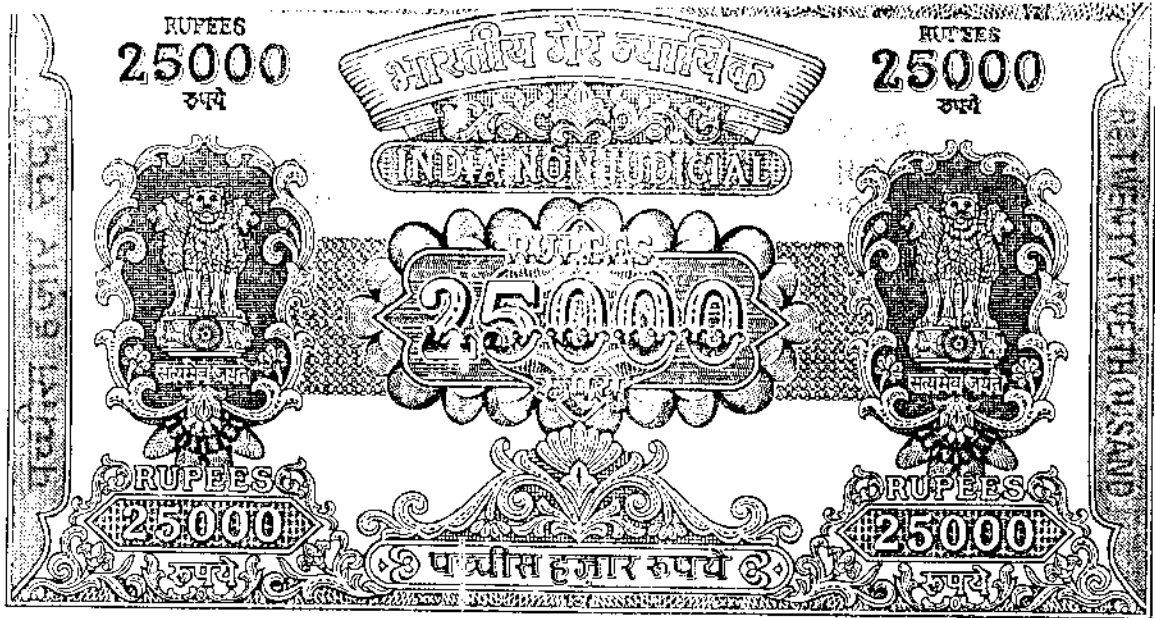
...5.

NOW THIS INDENTURE WITNESSETH that in consideration of the premium of Rs.87,45,000/- (Rs. Eighty Seven Lac Forty Five Thousand Only) paid on or before the execution of these presents (the receipt whereof the Lessor hereby acknowledges) and of the Ground Rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained, the Lessor doth hereby demise unto the Lessee ALL THAT PLOT OF LAND containing by measurement 7,500 SQ. MTRS. OR THEREABOUTS bearing Plot No. 12, South of National Highway, Near West Gate No.1 at New Kandla (Dist. : Kutch).

Cont...6/-

For Veerprabhu Marketing Ltd.
[Signature]
Authorised Signatory

[Signature]
Secretary,
Kandla Port Trust



Serial No. 4052 Dated 15/07/05

04DD 631764

Name of Purchaser: Veerprabhu Marketing Ltd.

Address: Kolkatta

Through: Rohit Bakliwal

Value: 25,000/-

Signature of Purchaser: Rohit Bakliwal

Rohit Bakliwal

Stamp Vendor: Santhidham

Lic. No. 24/92 Code - 307



...6...

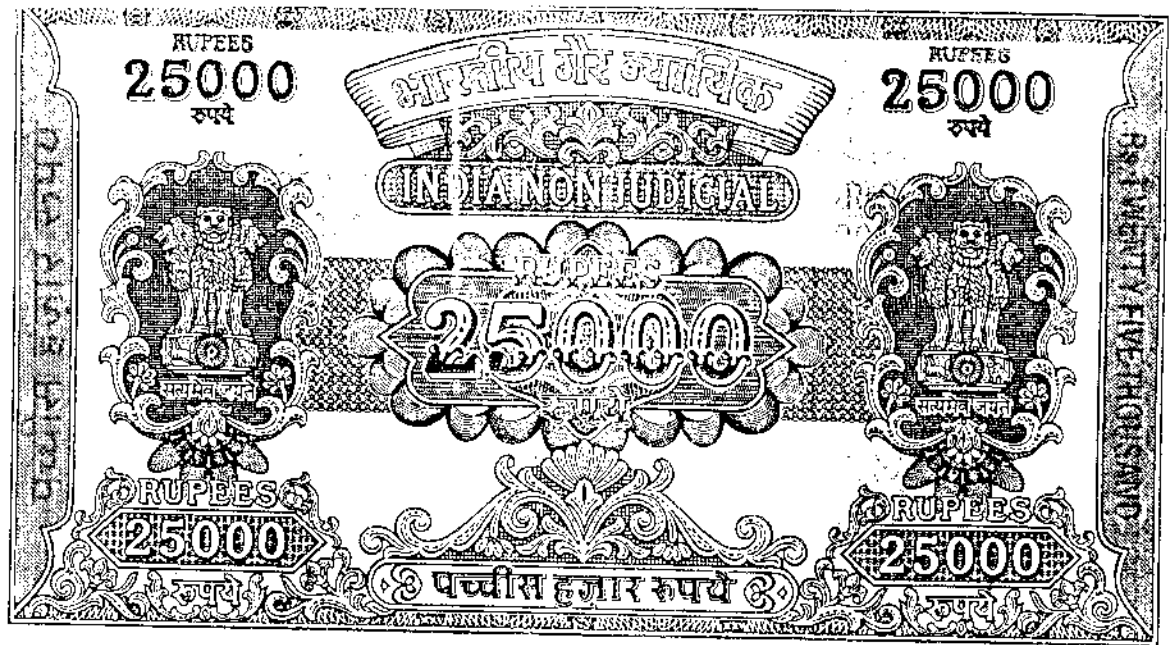
within the Kandla Port limits which plot of land is more particularly described in the schedule hereunder written and with the boundaries thereof has for greater clearness delineated on the Plan No. LW/PL/2693-II (b) dtd.21/05/2002 annexed to these presents and thereon coloured red together with all rights, easements and appurtenances whatsoever to the said plot of land (hereinafter called the "demised premises") belonging or appertaining but subject to the reservations hereinafter mentioned.

Cont...7/-

For Veerprabhu Marketing Ltd.

Rohit Bakliwal
Authorised Signatory

Rohit Bakliwal
Secretary,
Kandla Port Trust



Serial No. 4052 Dated. 15/07/05 04DD 631765
 Name of Purchaser: Veerprabhu Marketing Ltd.
 Address: Kolkata
 Through: Rahul Bakliwal
 Value of Stamp: 25000/-
 Signature of Purchaser: Rahul Bakliwal

Stamp Vendor: Chandanham
 Lic No 2402 Code - 307



...7...

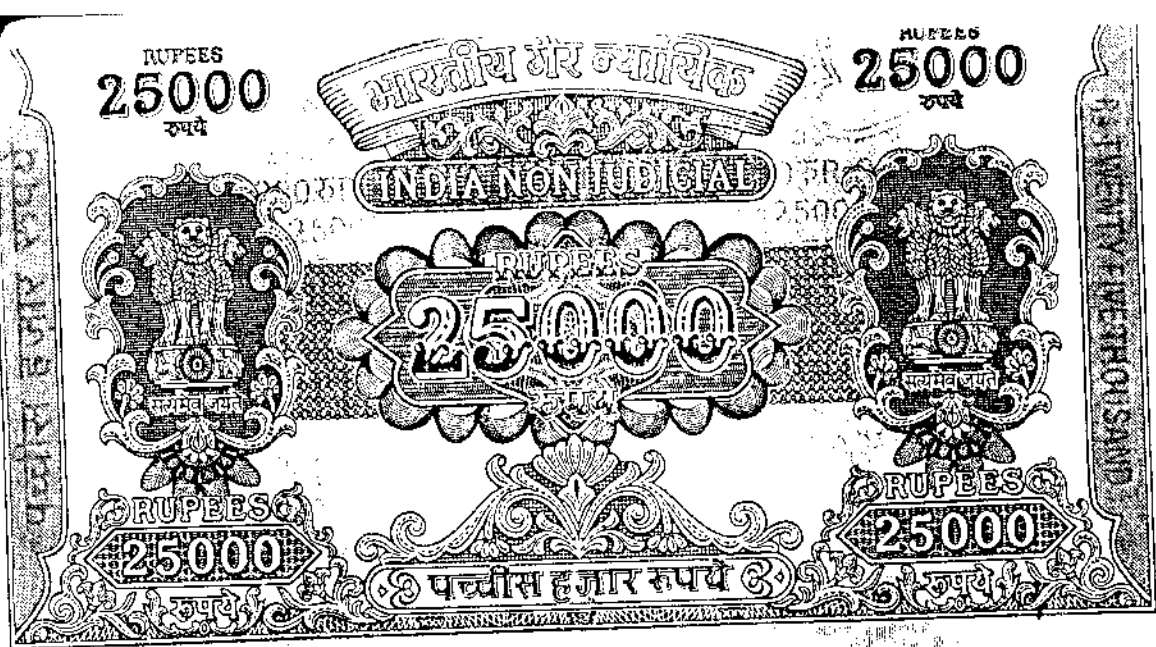
THE said plot of land is allotted for the purpose of Construction of Godowns & Warehouses only.

TO HOLD the premised hereby demised unto the Lessee for the period of 30 years only from the day of 02/05/2005 to 01/05/2035 YIELDING AND PAYING therefore the Yearly Rent of Rs. 1/- (Rupees One Only) per annum at the rate of Rs. Nil per Sq. Mtr. And subsequently Cont...8/-

For Veerprabhu Marketing Ltd.

Rahul Bakliwal
 Authorised Signatory

Secretary,
 Kandla Port Trust



04DD 631766

Serial No. 4052 Dated 15/07/05
 Name of Purchaser: Veerprabhu Marketing Ltd.
 Address: Kelkatta
 Through: Rahul Bakliwal
 Value: 25000/-
 Signature: Rahul Bakliwal

Stamp Vendor: Gandhidham
 Lic No 24/92 Code - 307



...8...

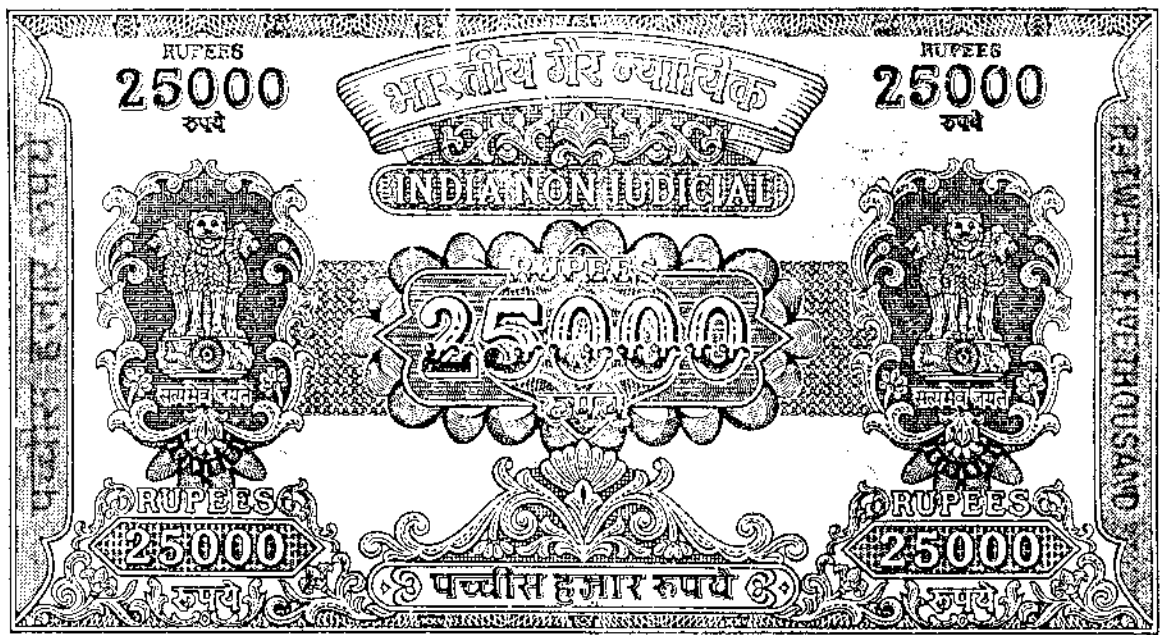
Rs. 1/- (Rupees One Only) per annum at the rate of Rs. 1.30 (One Rupees Thirty Paise) per Sq. Mtr. Per annum w.e.f. 02/05/2010 or such other sums as may hereafter be assessed under the covenants and conditions hereinafter contained clear of all deductions by equal yearly payment payable in advance by the 05th day of due date every year at the office of the Lessor or at such places as may be notified by him for the purpose from time to time, the first such payment to be made on 16/06/2005 Subject always to the exceptions, reservations, conditions and covenants hereafter contained.

Cont...9/-

For Veerprabhu Marketing Ltd.

Rahul Bakliwal
 Authorised Signatory.

Secretary,
 Gadia Port Trust



Serial No. 4052 Dated 15/07/05

04DD 631767

Name of Purchaser: Veerprabhu Marketing Ltd.

Address: Kol Kalta

Through: Rahul Bakliwal

Value: 25,000.00

Signature: Rahul Bakliwal

Rahul Bakliwal

Stamp Vendor: Gandhidham

Lic No 2452 Code 307



...9...

1. The Lessor accepts and reserves unto himself all mines, minerals, coals, gold-washing earth oils and quarries in or under the demised premises and full right and power, at all times to do all acts and things which may be necessary or expedient for the purpose of searching for working, obtaining and removing and enjoying the same provided always that the Lessor shall reasonably compensate the Lessee for all damages directly occasioned by the exercise of the rights hereby reserved or any of them.

Cont... 10/-

For Veerprabhu Marketing Ltd.

Rahul Bakliwal
Authorised Signatory

Ra
Secretary,
Candle Pen Trust



Serial No. 4052 Dated. 15/07/05 04DD 631768
 Name of Purchaser: Veer prabhu marketing Ltd.
 Address: Kolkata
 Thru: Rahul Bakliwal
 Value: 25000/-
 Signature: [Signature]

Stamp Vendor: Gandhidham
 Lic No - 24/92 Code - 307

...10...

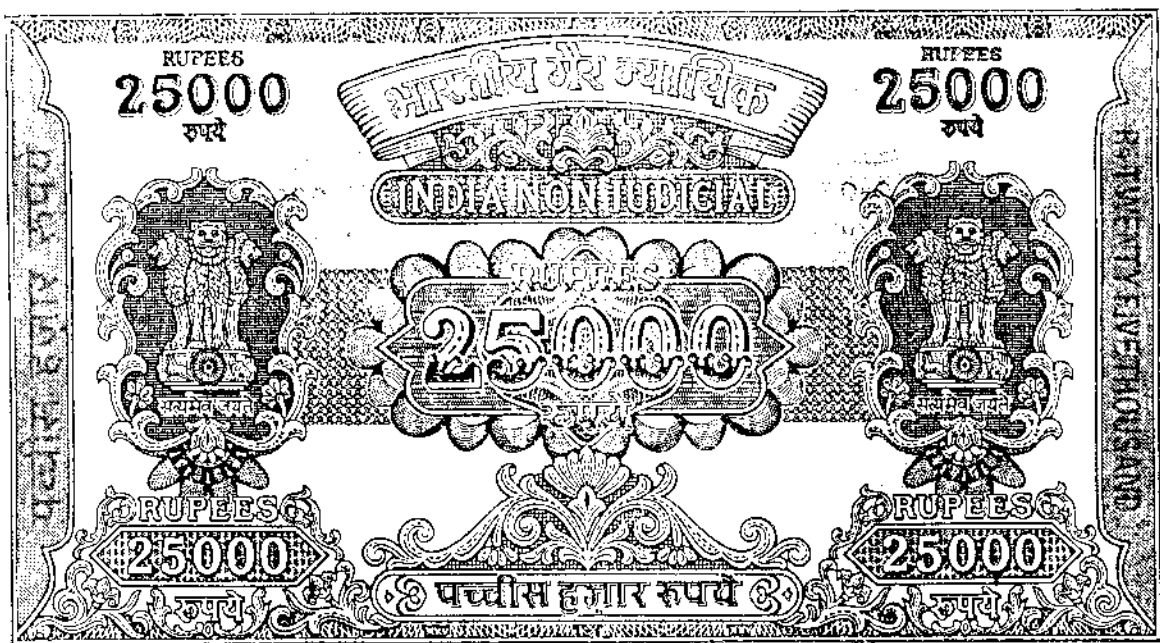
2. The Lessee covenants with the Lessor as follows (that is to say):-

- i) The Lessee shall pay unto the Lessor the yearly rent hereby reserved on the days and in manner hereinbefore appointed.
- ii) The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges all assessment of every description which are now or may at any time hereafter during

Cont... 11/-

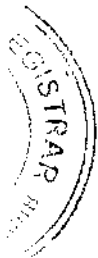
For Veerprabhu Marketing Ltd.
[Signature]
 Authorised Signatory

Secretary,
 Kandi Port Trust



Serial No. 4052 Dated 15/07/05
 Name of Purchaser: Veel prabhunmal keling Lt
 Address: Kulkatta
 Thru: Rahul Bakelwal
 Value: 25000.200
 Signed: M. B. K. Keling

04DD 631769



Stamp Vendor: Ganmichham
 Lic No 24732 Code - 307

...11...

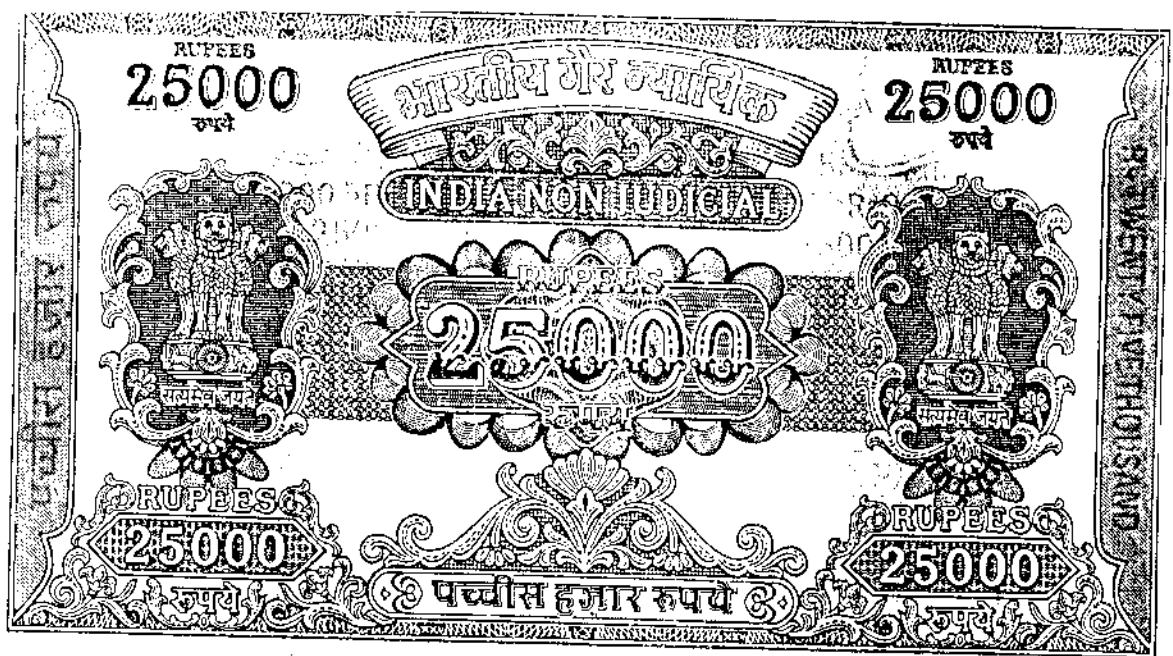
the continuation of this lease be assessed, charged or imposed upon or in relation to the demised premises or on any building to be erected thereupon.

- iii) The Lessee shall within a period of (45) FORTYFIVE DAYS from the date of handing over of possession of the plot submit to the Chairman, Kandla Port Trust for approval, the plans, elevations and cross sections of the structure which he proposes to erect on the plot together with sanitation trench

Cont...12/-

For Veer Singh & Co. Ltd.
M. B. K. Keling
 Authorised Signatory

Secretary,
 Kandla Port Trust



Serial No. 4052 Dated 15/07/05
 Name of Purchaser: Veer Parbhu Maketing Ltd. 04DD 631770
 Address: Katke
 Through: Rahul Bakliwal
 Value: 25000
 Signature of Purchaser: R. Bakliwal

Stamp Vendor: Gandhinagar
 Lic No: 2492 Code: 307



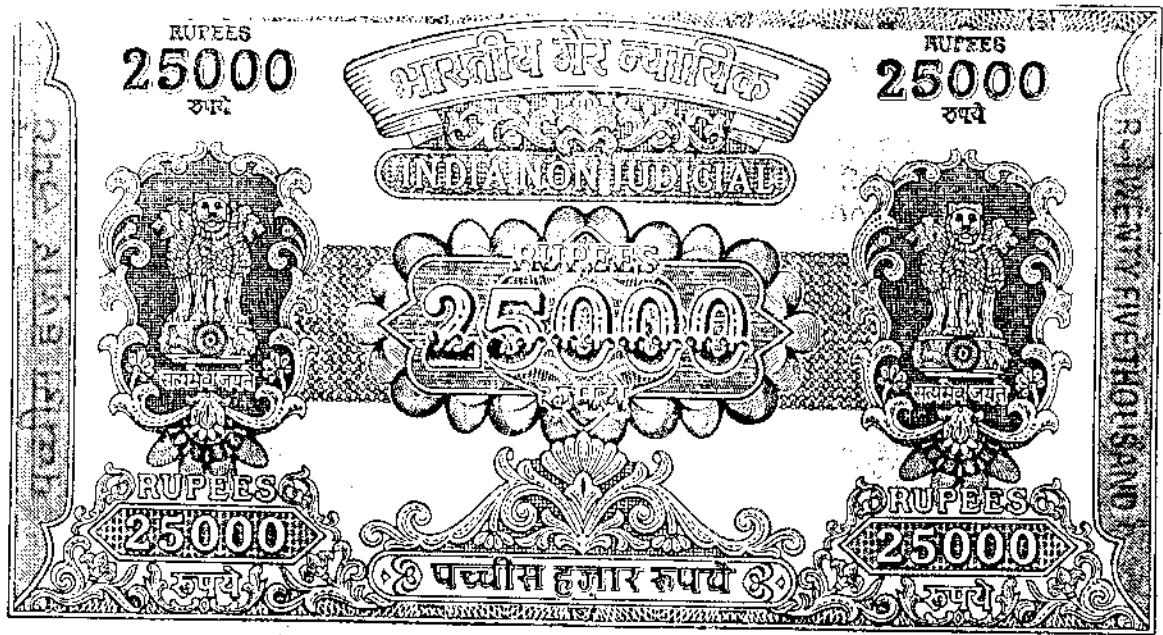
...12...

and water supply system which he proposes to be installed in building. The site plan, elevation and cross sections etc. shall be in strict conformity with the requirements of the building rules and regulations and directions as to the architectural control prescribed by the Chairman, Kandla Port Trust or any other officers or authority appointed by him in this regard and until the said plans, specifications etc. are approved by competent authority in writing no construction activity of whatsoever nature shall be commenced on the said plot by the

Cont. 13/-

For Veer Parbhu Maketing Ltd.
R. Bakliwal
 Authorised Signatory

32
 Secretary
 Kandla Port Trust



Serial No. 4052 Dated. 15/07/05

0400 631772

Name of Purchaser Veer prabhu marketing Ltd.

Address Kalkatta

Through Rashul Bakliwal

Value of Stamp 25000/-

Signature of Purchaser: Rashul Bakliwal

Rashul Bakliwal

Stamp Vendor Gandhidham
Lic No 2432 Code - 307

...13...

allottee. The Lessee provided that such building shall be constructed in all respects in accordance with such designs, plans and specifications and in such situation and position and arranged in such manner as shall have been previously proposed and submitted by the Lessee to the Chairman and approved in writing by him.

Cont...14/-

For Veerprabhu Marketing Ltd.

Rashul Bakliwal
Authorised Signatory

Rashul Bakliwal
Kandla Port Trust



Serial No. 4052 Dated 15/07/05
 Name of Purchaser Veeprabhu Marketing Ltd.
 Address Kel. Katta
 Throu Rahul Bakliwal
 Value 25000 = 00
 Signature of Signatory R. Bakliwal

04DD 631771



Stamp Vendor C. Manidham
 Lic. No. 2482 Code - 307

...14...

The Lessee shall within a period of 24 months in case of plots allotted for the industrial purposes from the date of handing over of the possession of the plot erect and complete in all respect building/structures on the site allotted to him in accordance with the approved plans. The Lessee shall also obtain Completion Certificate from Kandla Port Trust with in a period of 24 months from the date of handing over of possession of the plot to the Lessee,

Cont. 15/-

For Veeprabhu Marketing Ltd.

R. Bakliwal
 Authorised Signatory

R. Bakliwal
 Kandla Port Trust



Serial No 4052 Dated 15/07/05 04DD 631773
Name of Purchaser: Veer prabhu marketing Ltd.
Address: Kolkatta
Thru: Rahul Bakliwal
Value: 25000
Signed: Rahul Bakliwal
Stamp Vendor Gandhidham
Lic No 24/92 Code - 307

...15...

provided, however, the Chairman, Kandla Port Trust may at his discretion for special reasons grant extension of time in writing for completing construction on the request of allottee in case the Lessee fails to complete construction for the above reasons beyond his control.

Cont...16/-

Secretary,
Kandla Port Trust

For Veerprabhu Marketing Ltd.
Rahul Bakliwal
Authorised Signatory



Serial No. 4052 Dated 15/07/05 04DD 631774
 Name of Purchaser: Veerprabhu Marketing Ltd.
 Address: Kolkata
 Through: Rahul Bakliwal
 Value: 25,000.00
 Signature: [Signature]



Stamp Vendor: Camadhham
 Lic No. 2492 Code - 307

...16...

And provided further that all the materials used in the said building shall be good and sound and shall have been first approved by the Chairman or by an officer authorised by him and the timber shall be of good teak only or such other good timber as shall be first approved by the Chairman or by an officer authorised by him and provided further that all drains and sewers for the said demised premises shall be constructed, made, laid and connected

Cont...17/-

For Veerprabhu Marketing Ltd.
[Signature]
 Authorised Signatory

[Signature]
 Secretary,
 Kandle Port Trust



Serial No. 4052 Dated 15/07/05

04DD 631775

Name of Purchaser: Veer prabhu marketing Ltd.

Address: Kolkata

Thru: Rahul Bakwal

Value of Stamp: 25000/-

Signature of Purchaser: R. Bakwal

H. P. Chaudhary
Notary Public

Stamp Vendor: Sandhidham

Lic No. 24/92 Code - 307



...17...

to the satisfaction of the Chairman or any other officer authorised by him and or any Statutory Local Authority and in such position as shall be directed by the Chairman or by any other officer as authorised by him and/or by the said Statutory Local Authority.

Cont...18/-

For Veerprabhu Marketing Ltd.

R. Bakwal

Authorised Signatory

Secretary
Vandita Port Trust



Serial No. 4052 Dated 15/07/05

04DD 631776

Name of Purchaser: Veerprabhu Marketing Ltd.

Address: Kolkatta

Thru: Rahul Bakliwal

Value: 25,000/-

Signature of Purchaser: Rahul Bakliwal

Stamp Vendor: Gandhidham
Lic No: 24/92 Code - 307

...18...

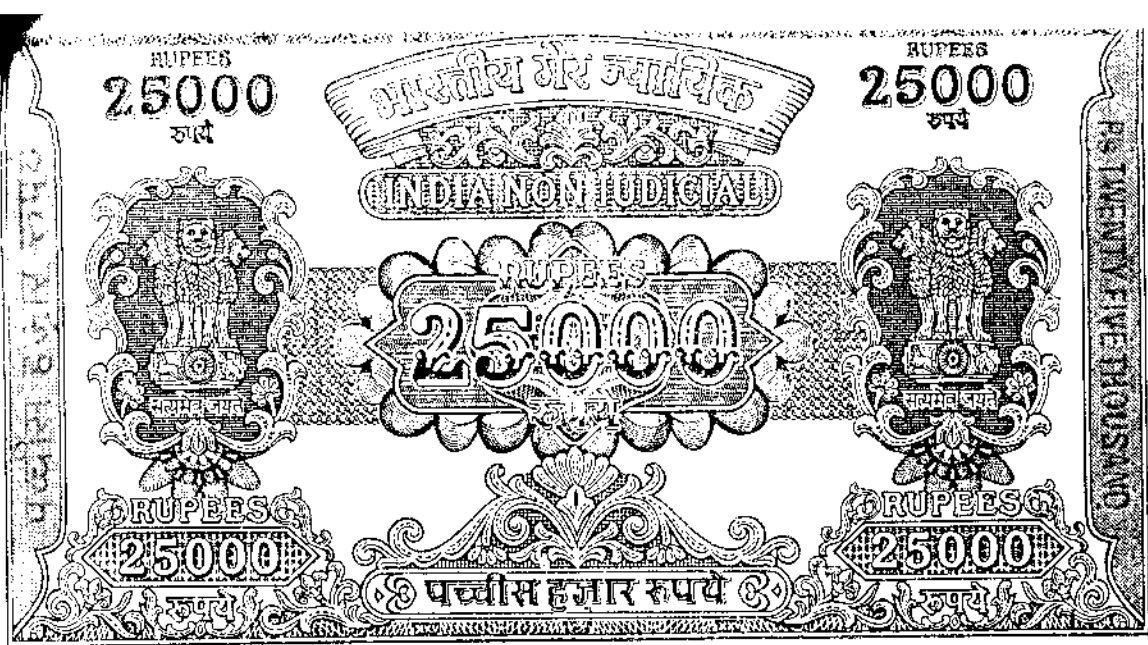
- (iv) No construction work on the demised premises shall be commenced unless the plans submitted as here above have been approved by the Chairman. The Lessee shall not make any alterations or additions to the building so approved as aforesaid either external or internal so as to effect any of the architectural or structural features originally shown by him in the approved plans unless such alterations and additions shall have been previously in like manner approved.

Cont...19/-

For Veerprabhu Marketing Ltd.

Rahul Bakliwal
Authorised Signatory

Somnath
Kandh Pon T...



Serial No. 4052 Dated. 15/07/05 04DD 640043
 Name of Purchaser: Veer prabhu marketing Ltd.
 Address: Kolkata
 Through: Rahul Bakliwal
 Value of Stamp Paper: 25000 = 00
 Signature of Purchaser: Rahul Bakliwal

Rahul Bakliwal
 Stamp Vendor Gandhidham
 Lic No 24/92 Code - 307



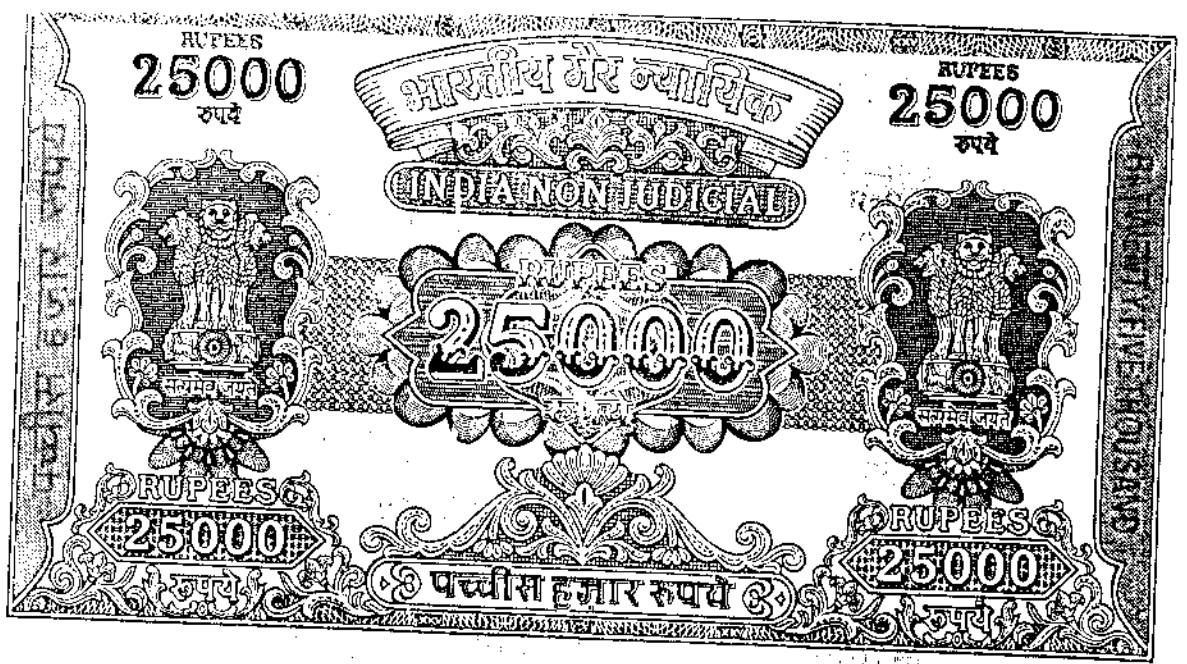
...19...

- (v) The Lessee shall conform and be bound by all statutory rules, regulations and bye-laws regulating the construction, maintenance, occupation and possession of building, health, sanitation and drainage and those regulations of safety, anti-pollution control etc. prescribed from time to time under the provisions of any law from time to time being in force and shall obtain clearance from the concerned competent authorities wherever required.

Cont...20/-

Rahul Bakliwal
 Secretary,
 Kumbh Pen Trust

For Veerprabhu Marketing Ltd,
Rahul Bakliwal
 Authorised Signatory



Serial No. 4052 Dated 15/07/05
 Name of Purchaser: Veer prabhu marketing Ltd. 04DD 640044
 Address: Kod Katta
 Through: Rahul Baktinwal
 Value of Stamp Paper: 25000/-
 Signature of Purchaser: B. Baktinwal



Stamp Vendor Gandhidham
 Lic No 24/92 Code - 307

...20...

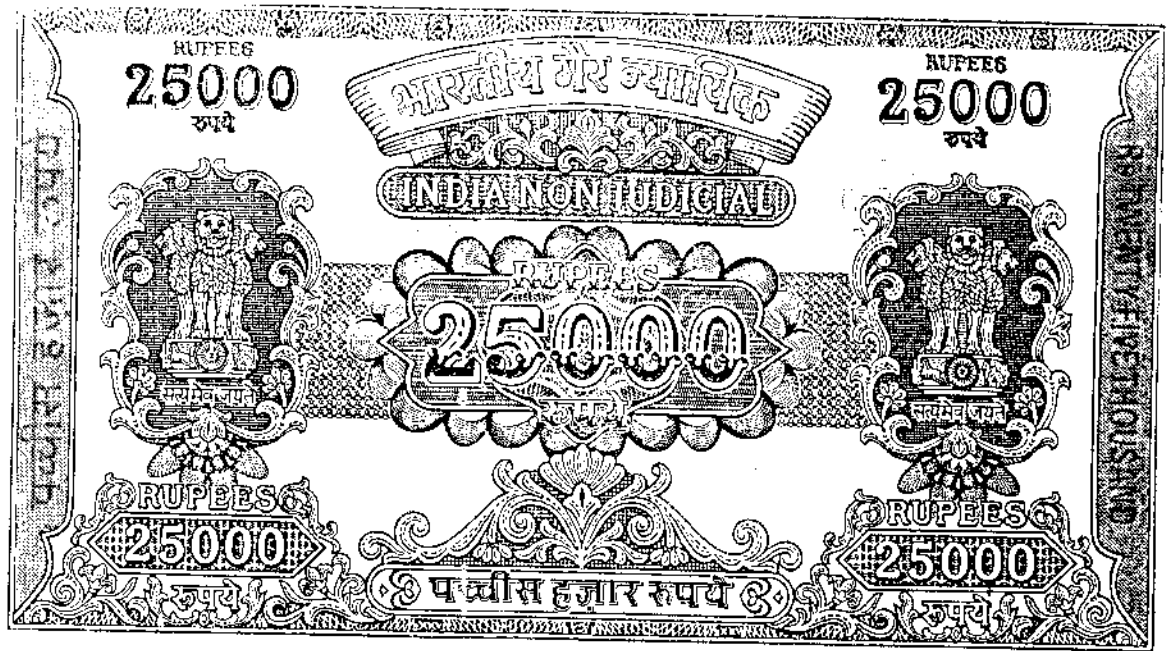
- vi) The building during construction shall be open at all time to the inspection of Chairman, his authorised official or Agents and the Lessee or any one acting under him shall afford all reasonable opportunities to them for inspection.

Cont...21/-

For Veerprabhu Marketing Ltd.

B. Baktinwal
 Authorised Signatory

for
 Secretary,
 Kandle Pen Trust



Serial No. 4052 Dated 15/07/05
 Name of Purchaser: Veer prabhu marketing Ltd. 04DD 640045
 Address: Kolkata
 Through: Rahul Bakliwal
 Value of Stamp Paper: 25000 = 00
 Signature of Purchaser: Rahul Bakliwal

Rahul Bakliwal
 H.O. Dabham

Stamp Vendor Gandhidham
 Lic No 24/92 Code - 307

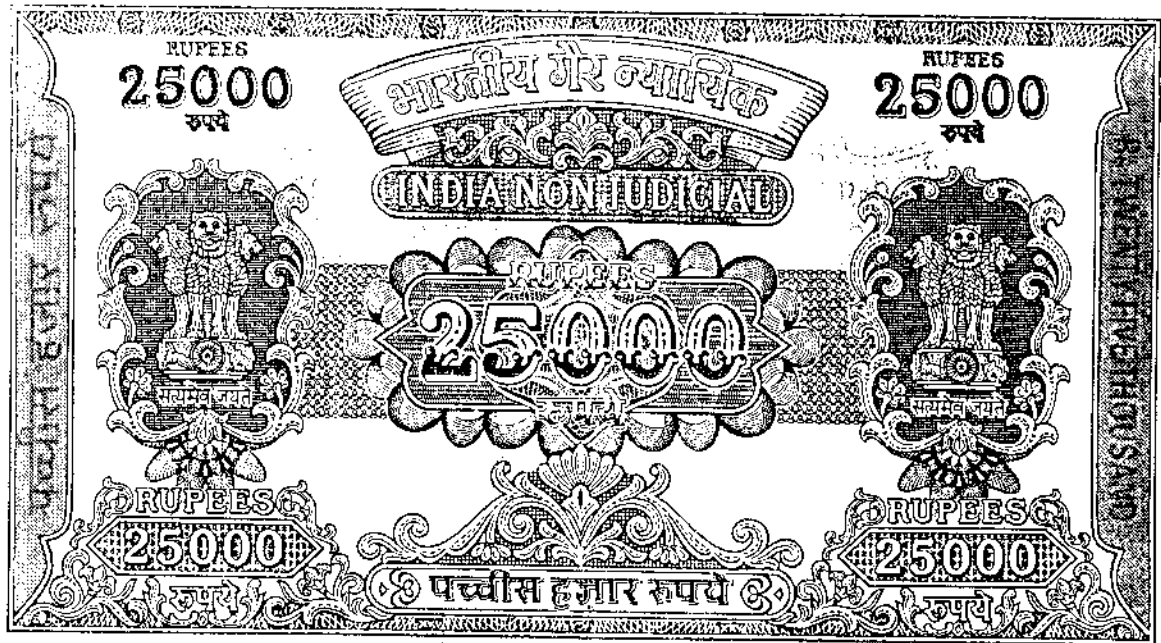
...21...

- vii) The Lessee shall strictly use the plot, building structure erected thereon only for the purpose for which the allotment is made i.e. Godowns /Warehouses only. In case, the nature of the use of the plot is to be changed, the Lessee shall seek prior permission in writing from Chairman showing the sufficient justifiable reasons for such change and the Chairman in such cases at his absolute discretion may grant or refuse without

Cont...22/-

For Veerprabhu Marketing Ltd.
Rahul Bakliwal
 Authorised Signatory

Rahul Bakliwal
 Secretary,
 Kandle Park Trust



Serial No. 4052 Dated. 15/07/05
 Name of Purchaser: Veerprabhu Marketing Ltd. 04DD 640046
 Address: Kol Katta
 Through: Rahul Bakliwal
 Value of Stamp Paper: 25000/-
 Signature of Purchaser: Rahul Bakliwal



H.M. Dattani
 Stamp Vendor Gandhidham
 Lic. No. 24/92 Code - 307

...22...

assigning any reason, permission for change of use of plot on such terms and conditions, if any, by recovering such charges as he may deem fit. If the allottee/Lessee makes use of the plot for purpose other than for which it is allotted without obtaining prior permission in writing from the Chairman and/or if the Lessee is dumping / putting such material which adversely

Cont...23/-

pe
 Secretary,
 Kachhi Pat. Trib.

For Veerprabhu Marketing Ltd.
Rahul Bakliwal
 Authorised Signatory



Serial No. 4052 Dated. 15/07/05 04DD 640048
 Name of Purchaser: Veerpriya Marketing Ltd.
 Address: Katkatte
 Through: Rahul Bhatnagar
 Value of Stamp Paper: 25000 = 00
 Signature of Purchaser: [Signature]
 Stamp Vendor: Gandhidham
 Lic. No. 24/92 Code - 307

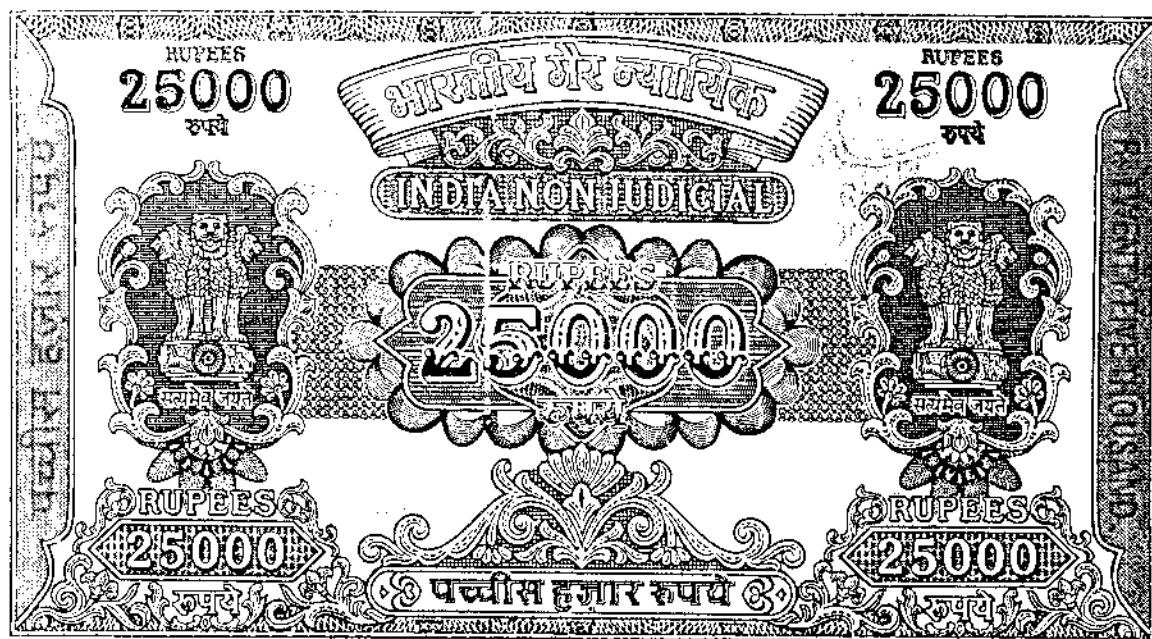
... 23 ...

affects the soil and sub-soil condition of the plot, it shall amount to breach of terms of allotment and the allotment made will be liable to be cancelled and the lease granted will be determined and all payments made for the said plot like ground rent and premium etc. in respect of the said plot will be forfeited in favour of Kandla Port Trust and in such cases no compensation whatsoever will be payable by Port Trust.

Cont...24/-

For Veerpriya Marketing Ltd.
[Signature]
 Authorised Signatory

[Signature]
 Secretary,
 Kandla Port Trust



Serial No. 4052 Dated 15/07/05

04DD 640047

Name of Purchaser: Veel prabhumer ketrie Hg.

Address: Kol Katta

Through: Rahul Bakliwal

Value of Stamp Paper: 25000.00

Signature of Purchaser: R. Bakliwal

H.M. Daulani
H.M. Daulani

Stamp Vendor Gandhidham

Lic No 24/92 Code - 307

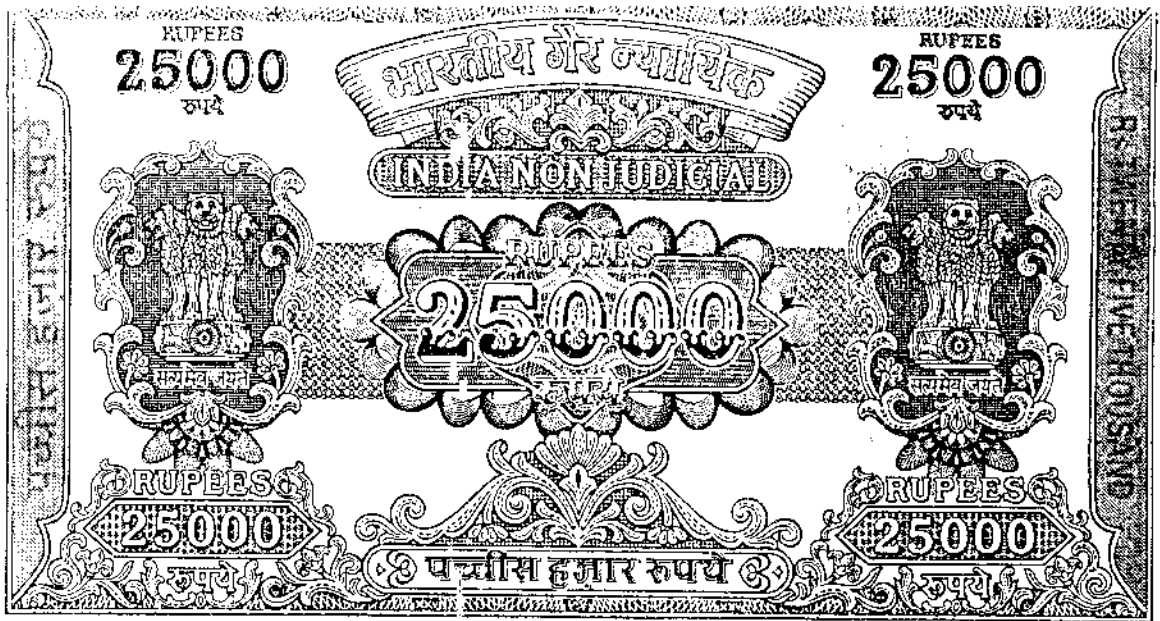
...24...

viii) The Lessee shall not without the written consent of the Chairman or his duly authorised officer or Agent as aforesaid make any excavations in the demised premises and will at all times during the continuance of this lease maintain the demised premises and all building thereon in a sanitary condition to the satisfaction of the Chairman or any duly authorised officer or agent aforesaid.

Cont...25/-

For Veerprabhu
R. Bakliwal
Authorised Signatory

pa
Secretary
Kandla Port T.



Serial No. 4652 Dated. 15/07/05 04DD 640049
 Name of Purchaser: Veer prabhu marketing Ltd.
 Address: Kolkata
 Through: Rahul Bakliwal
 Value of Stamp Paper: 25000/-
 Signed by Purchaser: Rahul Bakliwal

M. M. Gulani
 Stamp Vender Gandhidham

Lic No 24/92 Code - 307



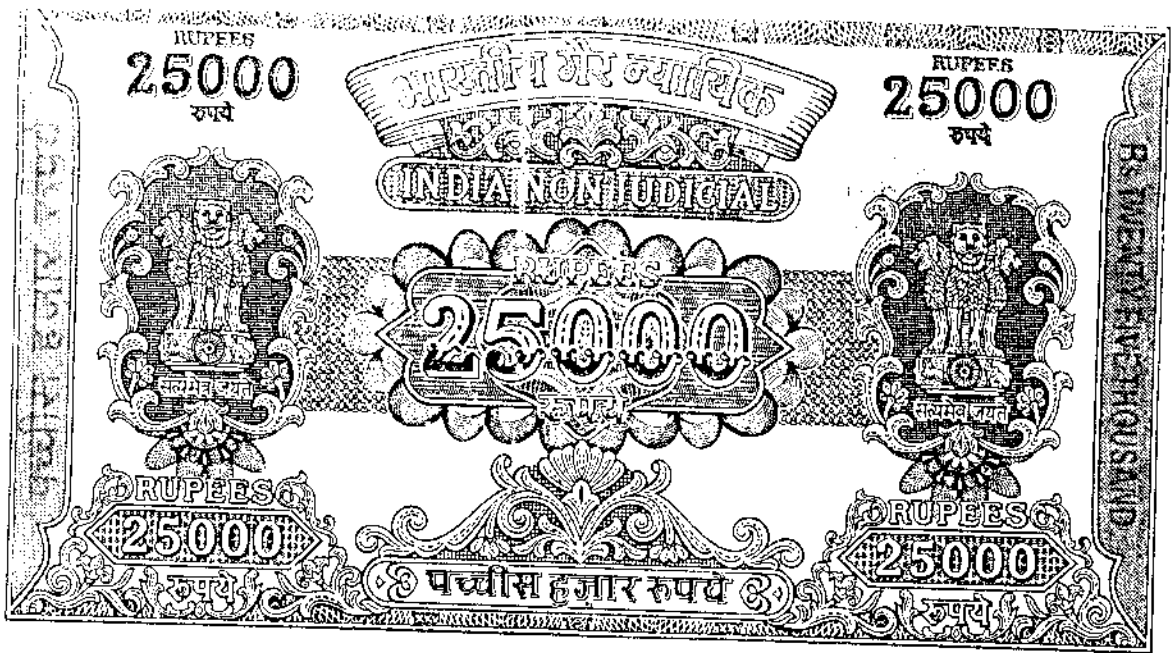
25...

- ix) The Lessee shall at all times during the continuance of this lease keep the building to be erected on the demised premises in a good and substantial state of repair at his cost to the satisfaction of the said Chairman or any duly authorised officer or agent as aforesaid.

Cont...26/-

For Veerprabhu Marketing Ltd,
Rahul Bakliwal
 Authorised Signatory

pa
 Secretary,
 Gandhi Port Trust



Serial No.: 4052 Dated: 15/07/05

04DD 640050

Name of Purchaser: Veerprabhu Marketing Ltd.

Address: Kolkata

Through: Rahul Bakliwal

Value of Stamp Paper: 25000 = 00

Signature of Purchaser: Rahul Bakliwal

H M Gadhani

Stamp Vendor Gandhidham

Lic No 24/92 Code - 307



...26...

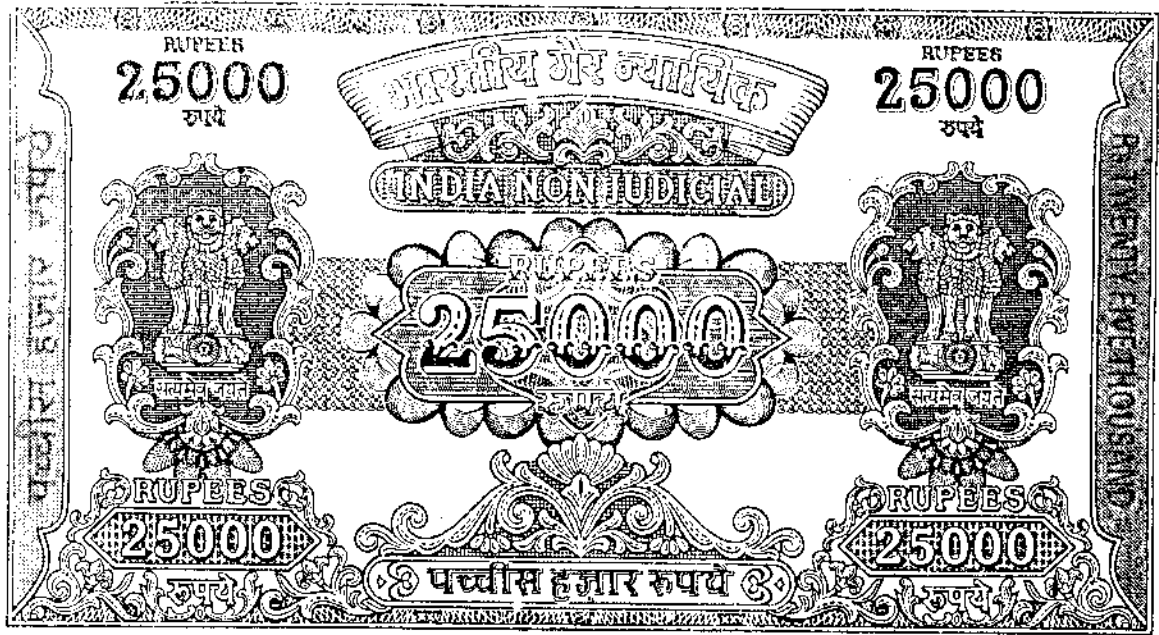
- x) The Lessee shall at all reasonable times allow for inspection access to the demised premises to the Chairman, or his duly authorised officer or agent as aforesaid or to the sanitary staff appointed for the purpose of maintaining sanitation within the Kandla Port limits.
- xi) The Lessee shall on the determination of the lease peaceably yield up to the Lessor the said demised premises and any building thereto appertaining unto the Lessor.

Cont...27/-

For Veerprabhu Marketing Ltd,

Rahul Bakliwal
Authorised Signatory

[Signature]
Secretary,
Kandla Port Trust



Serial No. 4052 Dated. 15/07/05

0400 640051

Name of Purchaser: Veer prabhu marketing Ltd.

Address: Kol Katla

Through: Rahul Bakliwal

Value of Stamp Paper: 25000/-

Signature of Purchaser: Rahul Bakliwal

H. M. D. S. S.
H. M. D. S. S.

Stamp Vendor: Gandhichan

Lic. No. 24/92 Code - 307



...27...

- xii) The Lessee has no rights under the terms of allotment to transfer or otherwise part with the demised premises or any part thereof unless and until construction is completed and lease deed is executed and registered in favour of the allottee by Kandla Port Trust under "Construction Oriented Policy".

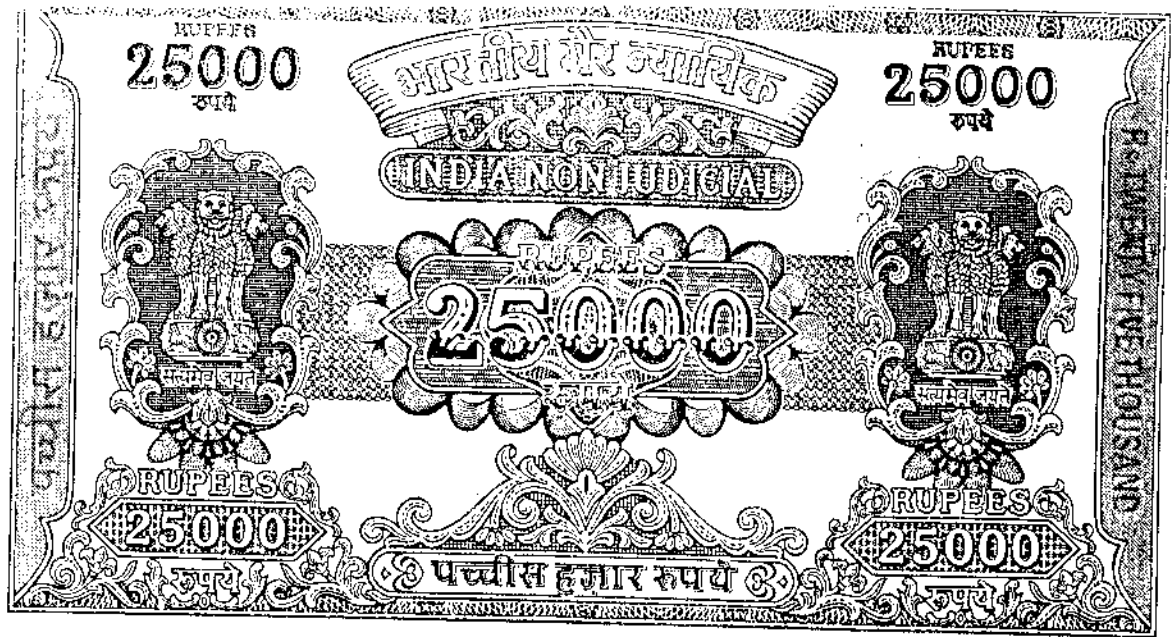
Cont...28/-

For Veer prabhu marketing Ltd.

Rahul Bakliwal

Authorized Signatory

S. S. S.
Secretary,
Kandla Port



Serial No. 4052 Dated 15/01/05

04DD 640052

Name of Purchaser: Veerprabhu Marketing Ltd.

Address: Kolkata

Through: Bahul Baktiwal

Value of Stamp Paper: 25000 = 00

Signature of Purchaser: B. Baktiwal

H. M. Dastani
H. M. Dastani

Stamp Vendor: Gandhidham
Lic. No. 24/92 Code - 307



...28...

Transfer of lease will be allowed by applying the following provision.
The transfer of lease will be permitted only after completion of construction
and after obtaining Completion Certificate from Competent Authority of
Kandla Port Trust and necessary permission of such transfer.

Cont...29/-

For Veerprabhu Marketing Ltd.
B. Baktiwal
Authorised Signatory

pa
Secretary,
Kandla Port Trust



Serial No. 4052 Dated 15/07/05 04DD 640053
 Name of Purchaser: Veerprabhu Marketing Ltd.
 Address: Kal Katta
 Through Rahul Bakliwal
 Value of Stamp Paper: 25000 = 00
 Signature of Purchaser: Rahul Bakliwal
Rahul Bakliwal
 Stamp Vendor: Candhiudham
 Lic No 24/92 Code - 307

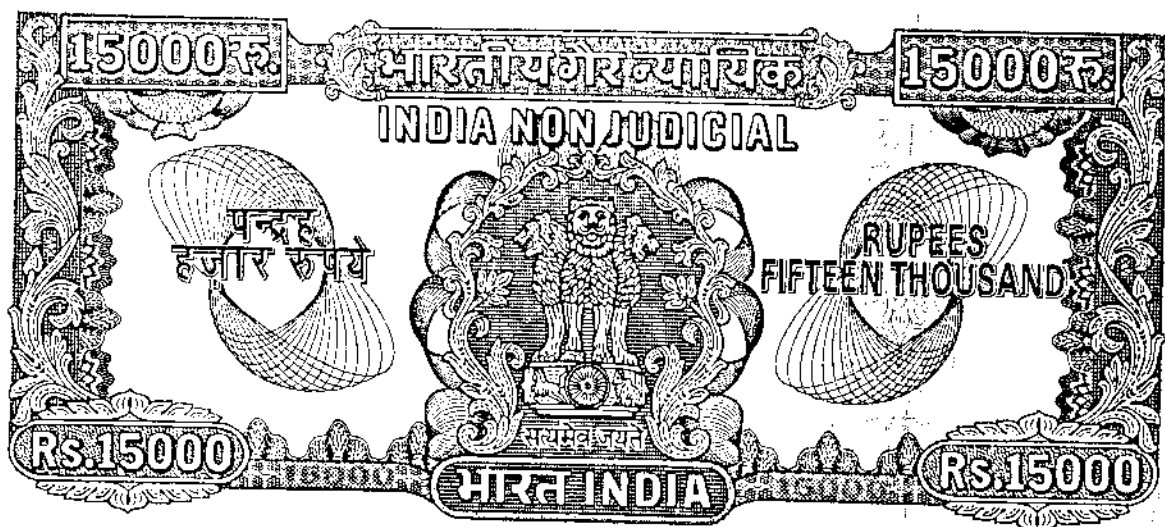
...29...

Provided the Transferee takes over the liability of the original licensee / allottee. Such transfer shall be for the remaining lease period. The transfer of land originally allotted against an upfront premium should be allowed by charging transfer fee equal to 50% difference between the current premium and the original premium, weighted for the balance lease period. For an example, originally if land was allotted on premium (A) for 30 years period

Cont...30/-

For Veerprabhu Marketing Ltd.
Rahul Bakliwal
 Authorised Signatory

pe
 Secretary
 Kandla Port Trust



00BB 786420

Serial No.: 4052 Dated: 15/07/05
 Name of Purchaser: Veer Prabhakar Marketing Ltd.
 Address: Kolkata
 Through: Rahul Bakliwal
 Value of Stamp Paper: 15000/-
 Signature of Purchaser: [Signature]
 H M Dadlani

Stamp Vendor Gandhidham
 Lic No 24/92 Code - 307



...30...

and expiry of 12 years, it is proposed to transfer the land in question and at the time of transfer, if the prevalent premium for 30 years lease period is (B), then the transfer fee shall be 50% of the amount $(B-A) \times 18/30$. In case of those lands, which were originally given on lease rent, the transfer may be allowed subject to the transferee agreeing to pay the revised lease rent as prevalent at the time of transfer, subject to revision from time to time in the light of provisions contained in the original lease agreement.

Cont...31/-

For Veer Prabhakar Marketing Ltd.
[Signature]
 Authorised Signatory

[Signature]
 Secretary,
 Kandla Port Trust

1000Rs



गुजरात GUJARAT

131253

Serial No.: 4052 Dated: 15.10.71
Name of Purchaser: Veerprabhu Marketing Ltd.
Address: Kelkatta
Through: Rahul Bakliwal
Value of Stamp Paper: 1000 = 00
Signature of Purchaser: R. Bakliwal

H. M. Dahanu

Stamp Vendor Gandhidham
Lic. No. 24/92 Code - 307



...31...

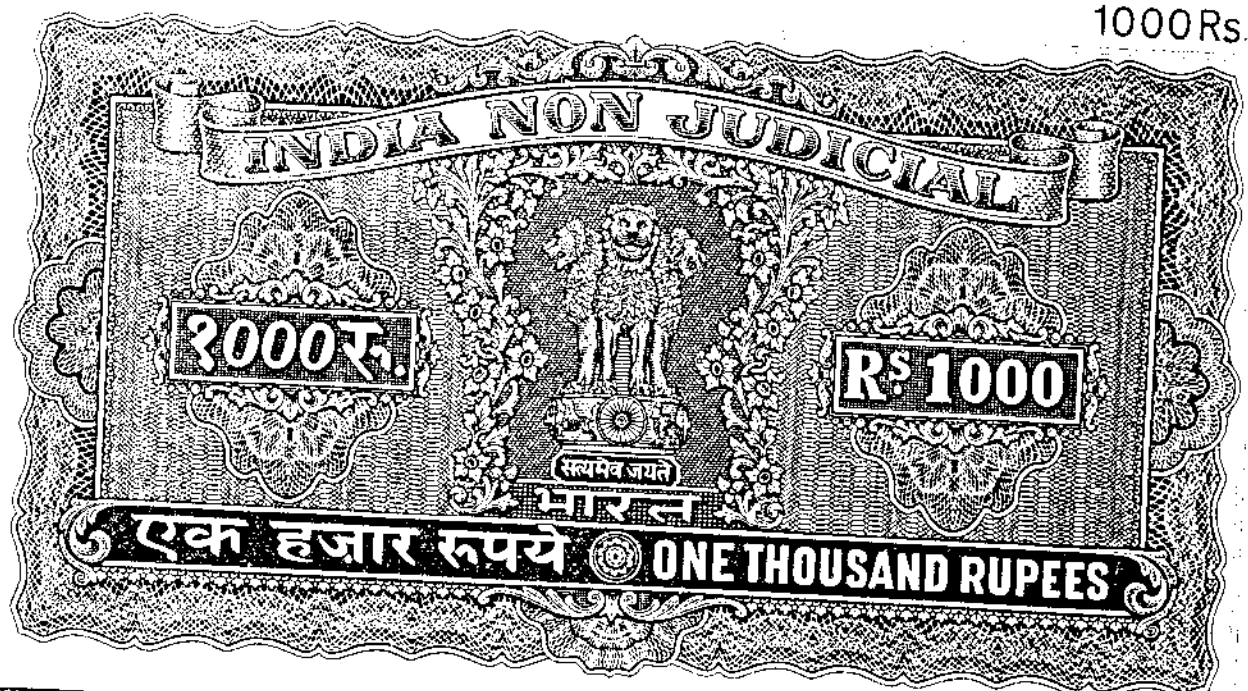
Notwithstanding anything contained in the lease deed, the lessor hereby, with the previous consent in writing of the Chairman by paying prescribed mortgage fees mortgage or charge the plot and the building thereon to such bank/financial institution as may be approved by the Chairman in his absolute discretion by charging fee at the rate of 1% (one percent) of the loan amount retaining the first charge by the port. Providing that in the event of sale or foreclosure of the mortgaged or charged property, the lessor

Cont...32/-

For Veerprabhu Marketing Ltd.

R. Bakliwal
Authorised Signatory

R. Bakliwal
Secretary,
Kandla Port Trust



गुजरात GUJARAT

Serial No.: 4052 Dated: 15/07/05
 Name of Purchaser: Veer Prabhu Marketing Ltd.
 Address: Kol Katti
 Through: Rahul Bakliwal
 Value of Stamp Paper: 1000/-00
 Signature of Purchaser: Rahul Bakliwal

131254



H M Dadiam
 Stamp Vendor Gandhinagar
 Lic No - 24/92 Code - 307

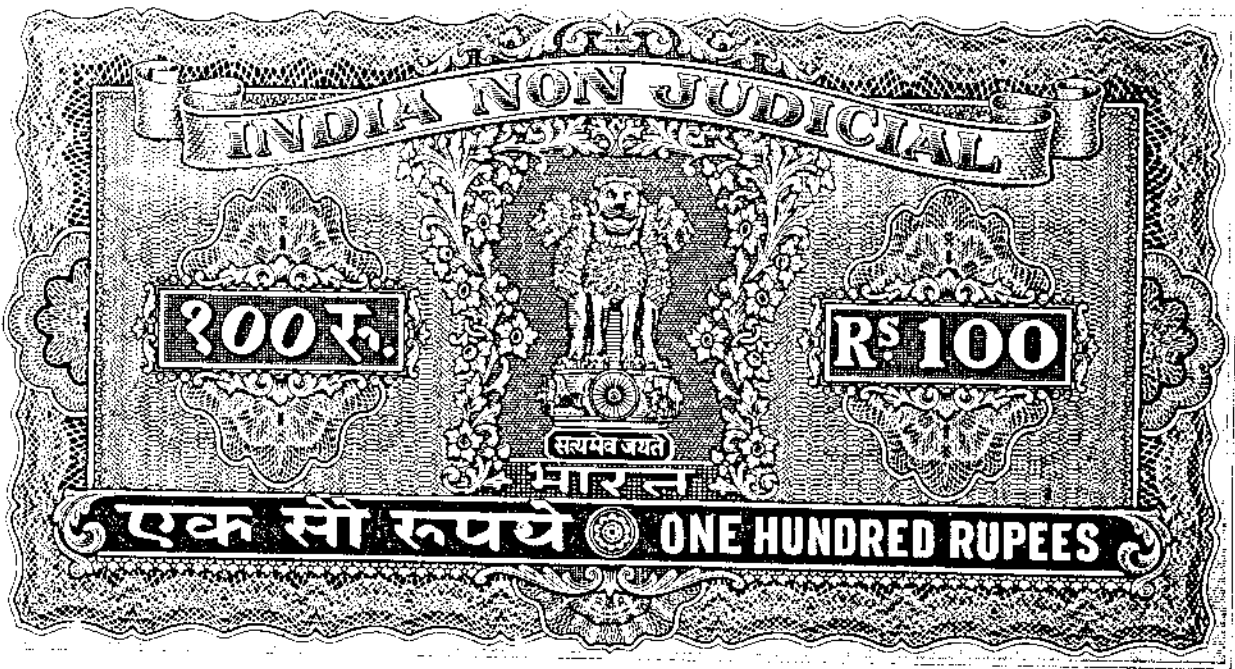
...32...

shall be entitled to claim and recover an amount equivalent to 1% (one percent) of the loan amount sanctioned by the bank/financial institutions, subject to retaining first charge by Kandla Port Trust having priority over the said mortgage or charge.

Cont...33/-

For Veer Prabhu Marketing Ltd.
Rahul Bakliwal
 Authorized Signatory

[Signature]
 Secretary,
 Kandla Port Trust



गुजरात GUJARAT

050442

Serial No. 4052 Dated. 15/07/05
 Name of Purchaser Veerprabhu Marketing Ltd.
 Address Kolkata
 Through Rahul Bakliwal
 Value of Stamp Paper 100 = 00
 Signature of purchaser: Rahul Bakliwal



Stamp Vendor Gandhinagar
 Lic No 24/92 Code - 307

...34..

he shall be liable to pay to the Lessor for every such neglect a penalty not exceeding Rs.100/- as may be levied by the Chairman, in addition to any other remedies enforceable against him under these presents.

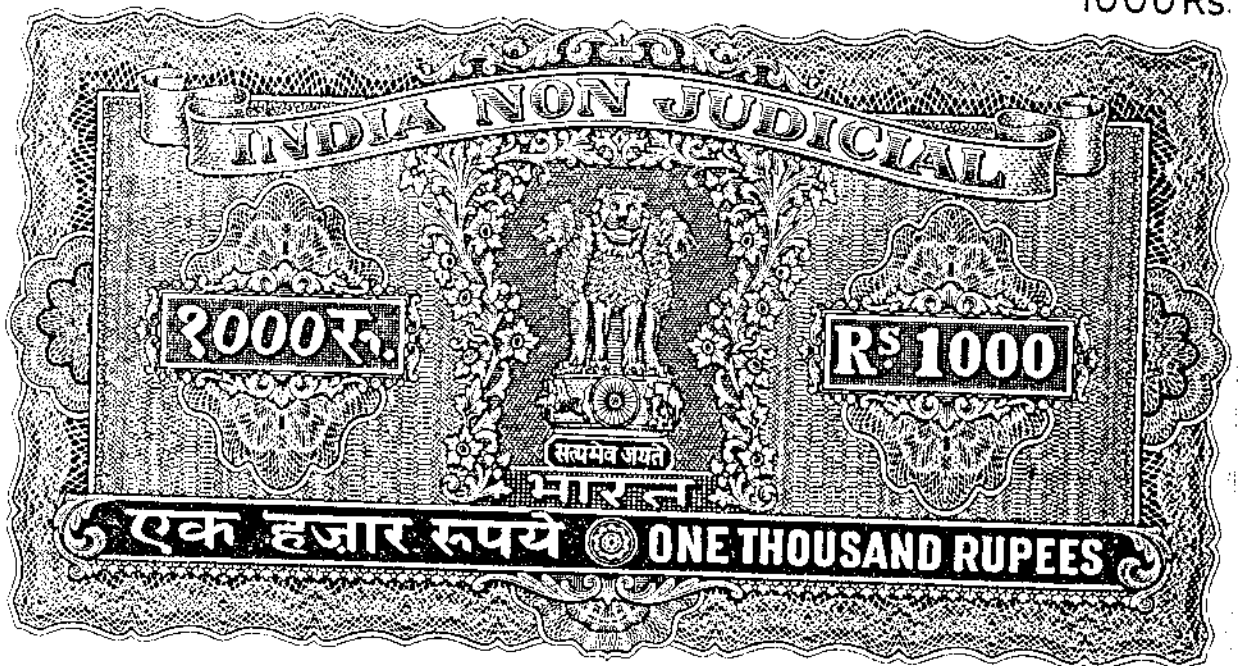
(xiv) In case, payment of ground rent and other dues recoverable or imposed is not made within the time stipulated i.e. on or before

For Veerprabhu Marketing Ltd.
Rahul Bakliwal
 Authorised Signatory

Ra
 Secretary,
 Kandla Port T.

Cont...35/-

1000Rs.



गुजरात GUJARAT

131255

Serial No.: 4052 Dated: 15/07/05
Name of Purchaser: Veerprabhu Marketing Ltd.
Address: Kolkata
Through: Rahul Bakshi
Value of Stamp Paper: 1000/-
Signature of Purchaser: Rahul Bakshi

H M Dadiani
Stamp Vendor Gandhidham
Lic No 24192 Code - 307



...33...

xiii) The Lessee shall register all the changes in the possession or owner-ship of the whole of the demised premises or of the buildings thereon whether by transfer, succession or otherwise in the register kept in the office of the Chairman for this purpose within two calendar months from the respective dates of such changes, and in case the Lessee shall without sufficient cause neglect to register such changes in the manner aforesaid,

For Veerprabhu Marketing Ltd.
Rahul Bakshi
Authorised Signatory

Cont...34/-

pa
Secretary
Kandla Port 1.



गुजरात GUJARAT

050443

Serial No. 4052 Dated. 15/07/05
 Name of Purchaser: Veel Prabhu Marketing Ltd.
 Address: Kol Katta
 Through: Rahul Bakliwal
 Value of Stamp: 100.00
 Signature of Purchaser: R. Bakliwal
H M Dadiani

Stamp Vendor Gandhidham
 Lic No 24/92 Code - 307



...35...

the due date, the allottee/Lessee shall also be liable to pay the Lessor interest charges at the rate of 14% per annum from due date up to the actual date of payment of dues delayed.

In case, the Lessee fails to pay the ground rent for a period of 3 years from dues date, a notice will be issued to him calling upon him to compound the said breach committed by him within a period of one month by paying

For Veer Prabhu Marketing Ltd.

R. Bakliwal
 Authorised Signatory

[Signature]
 Secretary,
 Candis Port Trust

Cont...36/-

the out-standing due along with penal interest failing which the allotment made will be cancelled. However, if the Lessee fails to compound the said breach within the stipulated period of the one month, the allotment made shall be liable to be cancelled with immediate effect by issuing a notice and in such a case, all payments made for the said plot towards premium, ground rent, earnest money and other outgoings, if any, shall be forfeited in favour of Kandla Port Trust.

However, in such case of cancellation of determination or lease due to non-payment of outstanding dues, plot may be restored in favour of the Lessee by the Chairman and status quo maintained within 3 months from the date of cancellation of allotment at the written request of the Lessee on payment of total arrears of dues payable by the Lessee along with 14% interest per annum thereon. In such a case, in addition to above, 3 advance annual installments of ground rent shall also be payable by the Lessee who remain defaulter for a period of more than 3 years from the due date of payment before his request for restoration of the plot can be considered.

Chairman, KPT may at his absolute discretion waive or compound the breaches to the extent determined by him and may also condone fully or partially the recovery of extra dues in the form of interest, compensation under special circumstances with due justification.

- (xv) All works of leveling/reclamation of the site shall be carried out by the Lessee at his own cost as per specifications as may be fixed or approved by the Chief Engineer of the Board of Trustees of the Port of Kandla

For Veerprabhu...

Dr. Bablu...
Authorised Signatory

be
Secretary
Kandla Port Trust

Cont...37/-

3. Should there be any breach in the opinion of the Chairman, KPT on the part of the Lessee or his agent or any of the aforesaid terms and conditions of allotment and/or terms of offer of allotment and/or terms of the lease deed including the covenants regarding construction of structures within the stipulated period use of land change of use for the purpose for which the premises have been allotted, payment of premium, ground rent, deposit and any other charges etc. a notice will be issued to the Lessee to compound/remedy the said breach committed by the Lessee within a period of one month. In the event the Lessee fails or neglects to compound/remedy the breach committed by him to the satisfaction of Chairman, KPT within the stipulated period of one month, the allotment of land will be cancelled and the lease determined by KPT with immediate effect by giving a notice of cancellation of allotment and/or determination of the lease to the party and in such an event all the payments made by the Lessee for the said plot towards premium, ground rent, deposits and other outgoings if any, will be forfeited in favour of KPT and the Lessor shall be at fully liberty to re-allot/release the plot to others.

4. On expiry of lease term, the Lessee shall hand over the vacant and peaceful possession of the plot quietly on the day of expiry of the terms of lease and in case of sooner determination of lease, the Lessee shall hand over vacant and peaceful possession of the plot quietly within the time stipulated in the notice of cancellation of allotment of plot, by removing all the structures and material etc. erected and/or lying if any on the demised premises at his cost.

However, in the event of Lessee's failure to hand over the vacant and peaceful possession of the plot within the stipulated time, it shall be lawful

Cont...38/-

For Veerpratap Singh

Veerpratap Singh
Authorised Signatory

pa
Secretary,
Kandla Port Trust

for the Chairman, KPT or his subordinate officer authorised on his behalf to enter upon the demised premises and take over possession of the same and remove material lying on the plot and demolish building structures erected on the said plot, fill up any excavation etc. All such moneys and expenses, as may be paid out and incurred by Chairman, Kandla Port Trust or by his order while acting for taking over of vacant and peaceful possession of the said plot shall be recoverable from the allottee.

In the case of determination of lease before expiry of lease period and/or completion of the terms of lease, the Lessor shall not be bound to pay any compensation, damages of whatsoever nature including for loss of business etc.

Also, in the event of lease being not renewed for fresh terms or on determination or forfeiture of the lease for any reasons whatsoever and the Lessee fails or neglects to deliver back the possession of the land forthwith to the Port Trust, from the date of determination of the lease and /or from the date of completion of the lease term, the Lessee shall be liable, till the actual date of deliver of possession to Port Trust to pay damage per month for the use and enjoyment of the said land a sum not exceeding the amount of six annual installments of ground rent prescribed for the plot and the quantum of the said damages so fixed shall not be open to Lessee to question and the decision of Chairman in this regard shall be final.

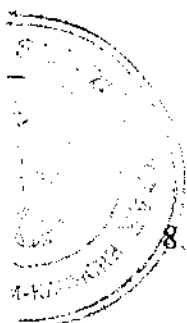
5. It is hereby, expressly declared that exercise of power by the Chairman, Kandla Port Trust under this clause shall not preclude him from taking any other action under any other relevant terms and conditions of the lease.

Cont...39/-

For Veerprabhu Marketing Ltd.
V. B. K. L. L.
Authorised Signatory

[Signature]
Secretary
Kandla Port Trust

6. The annual lease rent shall be revised @ 30% at the option of Lessor every five years from the date of applicability and such decision of Lessor shall be final and binding and not open for any dispute.
7. All notices, bills and letters of demand issued by the Lessor to the Lessee under these presents shall be deemed to have been duly received by him
 - (i) If the same are sent by registered post to the last known address of the Lessee;
 - (ii) or are affixed to some conspicuous part of the demised premises or any structures thereon.



8. The Lease shall be for a period of 30 (Thirty) years only and shall not be automatically renewable however, competent authority at his sole discretion can renew the lease on the terms and conditions determined by him.

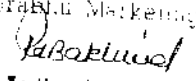
9. The Earnest Money Deposit Rs.1,00,000/- (Rupees One Lac Only) paid by the lessee at the time of tender shall be converted into Security deposit as refundable security deposit with the Port, which shall be maintained till the end of lease period. The Security deposit will not carry any interest.
10. The Lessee shall be liable to pay the lease rent at a increased rate whenever the scheduled rates are revised upwards by the competent authority /TAMP.
11. The lease shall be governed by the provision contained under Section 34 and 42 of the Major Port Trust Act, 1963.

For Veerprabhu Marketing Co.
(Signature)
 Authorised Signatory

(Signature)
 Secretary
 Kandla Port Trust.

Cont...40/-

12. In case of lease is granted within the Kandla Port limits, the Kandla Port Trust has the right to determine the lease before the expiry of the term thereof by giving six month's notice in case the demised premises are required for the Port Trust's own purpose or for the purpose of the Government or in National Interest, provided that the option herein mentioned shall not be exercised within the first five years from the commencement of lease. In the event of early determination of the lease for above reasons and purposes the Port Trust will pay to the lessee suitable compensation for fixed assets on the demised premises as per discretion of Chairman, Kandla Port Trust in accordance with the guidelines that may be approved by the Central Government, if any, without in any way being liable to the lessee for any loss of business or other damages in this behalf.
13. No compensation shall be payable by the Port in the event of refusal to renew the lease.
14. Any sub-letting, assignment without the prior written approval of the authority, which sanctioned the lease, shall make the lease liable for cancellation.
15. The Lessee shall have to follow all other usual terms and conditions of the lease in force from time to time.
16. The Lessee shall be responsible for safety and welfare of the workers directly or indirectly employed by him/her and shall follow all the rules, regulations and labour laws framed by the Government. The Lessee shall provide adequate rescue shelters with Disaster Warning Systems for the benefit of the employees/workers employed by him/her and shall take suitable steps to ensure timely evacuation of such workers in case of emergencies and natural calamities.

For Veerprabhu Marketing

Authorised Signatory


Secretary,
Kandla Port T.

Cont...41/-

17. The allottee shall indemnify the Kandla Port Trust against any loss or damages to the property or lives arising out of storing the cargo and conveying or otherwise.
18. The Lessee shall have to maintain environment and ecology in the area. Further the lessee has agreed to abide by terms and conditions of letter No.J-16011/26/2003-IA.III dated 08/06/2004 as issued by the Government of India, Ministry of Environment and forest IA-III division New Delhi and in turn sent to the lessee, which is a part of terms and conditions of lease.
19. Subject as hereinbefore, otherwise provided all notices to be given and all other actions to be taken on behalf of the Lessor may be given or taken for the time being entrusted with the functions, duties and powers of the said Chairman, Kandla Port Trust.



**** SCHEDULE ****

All that part and parcel of the plot of land admeasuring 7,500 Sq. mtrs. or there about being the area of plot No. 12 South of National Highway near West Gate No.1 situated at New Kandla, within the limits of Kandla Port Trust, in the Sub-Registration District of Gandhidham, Registration District of Kutch, State of Gujarat and bounded as follows that is to say :-

Cont...42/-

For Ver...
[Signature]
Authorized signature,

[Signature]
Secretary,
Kandla Port Trust

Northern Boundary : 100 mtrs : Bounded by Plot No. 11

Southern Boundary : 100 mtrs : Bounded by 30 mtrs. wide KPT Road

Eastern Boundary : 75 mtrs : Bounded by Plot No. 13

Western Boundary : 75 mtrs : Bounded by 30 mtrs wide KPT Road

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals on the day and date hereinabove mentioned.

Signed, sealed and delivered by within named

For Veerprabhu ...
V. Bablu
 Authorised Signatory

LESSEE

Witnesses : *SKL*

1. SANDEEP R. KHERATKAR
 PLOT NO. 473, Ward 12/C Gadkhidham

2. Anil S. Tiwari
 ANIL S. TIWARI
 A-78 Alpha Nagar
 Gadkhidham

Signed, signed and delivered by Secretary on behalf of the Board in the presence of :

SECRETARY.

[Signature]
 Secretary,
 Kandla Port Trust
 KPT

Asst. Estate Manager
 Kandla Port Trust

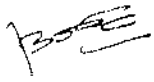



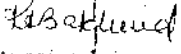



1. _____

2. *[Signature]*
 Estate Manager
 Kandla Port Trust

Common Seal of the Board of Trustees of the Port of Kandla affixed :

[Signature]
 (SEAL)
 SECRETARY,
 KPT
 Secretary,
 Kandla Port Trust

ANNEXURE UNDER THE SECTION 32-A OF REGISTRATION ACT, 1908

<u>NAME & ADDRESS OF PARTIES</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
<p>Signature : </p> <p>Name :</p> <p>The Secretary, Kandla Port Trust,</p> <p>THE LESSOR</p>	 	 Left hand thumb impression
<p>For Veerprabhu Marketing Ltd.  Authorized Signatory</p> <p>Signature :</p> <p>Name : Shri Rahul A. Bakliwal Authorized Signatory of M/S. Veerprabhu Marketing Ltd.,</p> <p>Add. : C-Block, 2nd Floor, 30, Jawaharlal Nehru Road, Kolkatta - 700 016;</p> <p>THE LESSEE</p>	 	<p>Left hand thumb impression</p> 

LESSOR

Shri Rahul A. Bakliwal
Authorized Signatory of
M/s VEERPRABHU MARKETING LTD.,
An Indian adult Occupation Service,
Resident of Mumbai

Executing Parties
Admits execution

For Veerprabhu Marketing Ltd.
R. Bakliwal
Authorised Signatory



Lessee

Miss Padmini R. Jadhav
Advocate, Gandhidham

Known to the Sub-Registrar state that she
personally knows to them and identifies them

P. Jadhav
(Miss Padmini R. Jadhav)
Advocate

Witnessed on 27.07.2005

Sub-Registrar
Sub-Registrar Gandhidham

B. C. Hedaru
(Attorney of Shri B. C. Tewari) Secy.
of Kandia Port Trust, executing party Service
Gandhidham, admits execution of
Shri B. C. Tewari as Secretary
Kandia Port Trust and identifies the Seal
of the Kandia Port Trust, and he is personally
known to the undersigned
Sub-Registrar

B. C. Hedaru
12.8 JUL 2005

Sub-Registrar
Sub-Registrar, Gandhidham

Registered at
No. 4491 of
Book No. one
Dt. 28 JUL 2005

[Signature]
Sub-Registrar, Gandhidham



one duplicate copy presented
of this deed under Serial
No. 4491 has also been registered
at Regd. No. 4491
Dated: 28 JUL 2005

[Signature]
Sub-Registrar, Gandhidham

Serial No. 63
Dated: 28 JUL 2005

[Signature]
Sub-Registrar, Gandhidham